

PARKERVISION

PARKERVISION BETA LICENSE AGREEMENT FOR CAMERAMAN STUDIO™ SYSTEMS

This Agreement is made and entered into effective this 19 day of December, 1997, by and between ParkerVision, Inc. with offices located at 8493 Baymeadows Way, Jacksonville, FL 32256 ("ParkerVision"), a Florida corporation, and Rainbow News 12 Company, with offices located at One Media Crossways, Woodbury, New York ("Tester"), a New York partnership.

1. License.

1.1 ParkerVision grants Tester a limited, nonexclusive and non-transferable right and license to use the beta version of the ParkerVision CameraMan STUDIO™ product ("Beta Product") for the purpose of evaluation and trial use solely during the term of the beta test. Any use of the Beta Product not expressly authorized in this paragraph 1.1 is expressly prohibited.

1.2 Tester may not copy the Beta Product, and may not provide any copy of the Beta Product to any other person or entity.

1.3 Tester shall not disassemble, decompile, reverse engineer, modify or otherwise alter the Beta Product or any part thereof without ParkerVision's prior written consent.

1.4 Tester acknowledges that all rights, title and interest in the Beta Product, and any intellectual property rights associated in the Beta Product are vested in ParkerVision. Tester acquires no ownership of the Beta Product from this Agreement and no right to use the Beta Product beyond the term of the beta test unless Tester exercises its right to purchase the Beta Product at the price specified in Exhibit A attached hereto.

2. Term and Termination.

2.1 The "Term" of this Agreement shall be for a period of four (4) weeks from the date the Beta Product is fully installed in Tester's facilities and fully operational, unless earlier terminated as otherwise provided in this Agreement.

2.2 ParkerVision may terminate this Agreement forthwith if Tester materially breaches any term or condition of this Agreement and Tester fails to cure such breach with five (5) days of written notification thereof. (in)

2.3 Within ten (10) days following the effective date of termination or expiration of Agreement, Tester shall either purchase the Beta Product at a reduced price specified as Exhibit A or cease all use of the Beta Product and return the Beta Product and all copies of any related data and information respecting the Beta Product.

3. Warranties and Representations.

3.1 Tester acknowledges that the Beta Product may have errors and may produce unexpected results. Tester agrees that any use of the Beta Product, whether as a part of this beta test or otherwise, will be entirely at Tester's own risk. Tester agrees not to allow any third party to use the Beta Product.

4. Limitation of Liability.

4.1 THE BETA PRODUCT AND ANY SUPPORT RELATED THERETO PROVIDED BY PARKERVISION ARE PROVIDED "AS IS" AND ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH TESTER. PARKERVISION DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 In no event will ParkerVision be liable for any damages, including but not limited to lost profits, lost savings, or any incidental or consequential damages, even if ParkerVision is advised of the possibility of such damages.

5. Indemnification.

5.1 Tester agrees to defend, indemnify and hold harmless ParkerVision, its officers, directors, employees, agents and representatives, from and against all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or relating to any claim, demand, or judgment arising from Tester's breach of this Agreement.

5.2 ParkerVision agrees to defend, indemnify and hold harmless Tester, its officers, directors, employees, agents and representatives, from and against all claims, demands, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or relating to any claim, demand, or judgment that the Beta Product infringes any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party, except to the extent that such infringement is attributable to Tester or a third parties' modification or alteration of the Beta Product, or use of the Beta Product on equipment other than that designated by ParkerVision, or use of the Beta Product for other than its intended purposes.

6. Evaluation of Beta Product

6.1 Tester agrees to evaluate the Beta Product, to comply with any of the testing obligations as provided by ParkerVision, to report to ParkerVision any problems with the Beta Product, and to respond to ParkerVision's questions concerning Tester's use of the Beta Product. The "Beta Test Response Form" provided by ParkerVision is to be completed and forwarded via facsimile to ParkerVision on a weekly basis for the duration of the test.

6.2 Tester agrees that the contents of all oral and written reports and any other materials, information, ideas, concepts, and know how provided by Tester to ParkerVision (including corrections to problems in the Beta Product and documentation related thereto) may be used by ParkerVision and Tester for all business purposes, without any accounting or payment to the other party hereto.

7. Non Disclosure

7.1 Except as may be required by law or any provision of this Agreement or as may be required to enforce the terms of this Agreement (and then only after prior reasonable written notice thereof), the parties hereby agree to keep confidential any information disclosed by a party which the disclosing party reasonably deems to be, and in writing advises the party is, "Confidential Information."

8. Publicity.

8.1 Tester grants ParkerVision the right, to be exercised in ParkerVision's sole discretion, to use the facts, contents and outcome of this beta test, as well as Tester's comments, in ParkerVision's promotions, press releases, public relations, advertisements, and other sales and marketing activities, but not the right to use Tester's or its affiliated companies' names or identities without Tester's prior written consent which consent may be withdrawn at any time. Such rights shall be unlimited in duration, and no compensation shall be required for ParkerVision's exercise of such right.

8.2 Except as otherwise expressly provided herein, this Agreement does not authorize either party to use the other's name, trademark, or the existence of the beta test for any publicity, marketing or other activities; such authorization to be obtained only by the other party's prior written consent.

9. Governing Law.

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Entire Agreement.

10.1 This Agreement is the sole agreement between the parties to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party relating to the subject matter of this Agreement.

11. Non-Recourse.

11.1 Any recourse hereunder against Tester shall extend only to Rainbow News 12 Company and not to any of its partners.

PARKERVISION, INC ("ParkerVision") RAINBOW NEWS 12 COMPANY ("Tester")

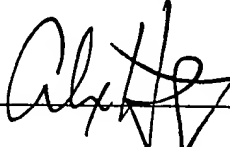
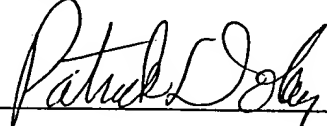
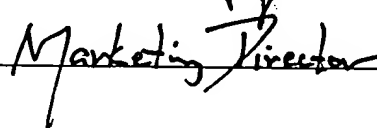
By:  or By: 
Title:  Title: _____

EXHIBIT (A)

| DESCRIPTION | MODEL NUMBER | LIST PRICE | BETA PRICE |
|---|--------------|------------|----------------------|
| CameraManSTUDIO | CSS-2000-N | \$124,995 | \$106,246 |
| Audio Expansion | EPA-2000 | \$ 4,995 | \$ 4,246 |
| Video Enhanced Effects/Chroma-key/Downstream Keys | CKE-2000 | \$ 26,995 | \$ 22,946 |
| SCRIPT Viewer | SVS-2012 | \$ 15,995 | \$ 13,596 |
| Display | SVD-2012 | \$ 6,995 | \$ 5,946 |
| 18" Tally Light Kit | TLK-2018 | \$ 295 | \$ 251 |
| 3-CCD CameraMan | CPT-2013-A3N | \$ 18,995 | \$ 16,146 |
| 18" Tally Light Kit | TLK-2018 | \$ 295 | \$ 251 |
| 3-CCD CameraMan | CPT-2013-A3N | \$ 18,995 | \$ 16,146 |
| TOTAL (See Notes) | | \$218,555 | \$185,774 |

Handwritten: \$176,772

For applications requiring a 3rd CameraMan System, add:

| | | | |
|---------------------|--------------|-----------|----------------------|
| Display | SVD-2012 | \$ 6,995 | \$ 5,946 |
| 18" Tally Light Kit | TLK-2018 | \$ 295 | \$ 251 |
| 3-CCD CameraMan | CPT-2013-A3N | \$ 18,995 | \$ 16,146 |
| TOTAL (See Notes) | | \$244,840 | \$208,117 |

Handwritten: \$198,864

BETA System includes: CameraManSTUDIO consisting of a rack mounted video/audio signal processor with software, keyboard, mouse, a CameraMan SHOT Director (non-tracking), audio expansion and enhanced video effects/chroma-key/downstream keying options and dual 17" color monitors. A SCRIPT Viewer System consisting of processor with scripting software, 15" color monitor, keyboard, mouse, two 12" flat panel active matrix color display and brackets. Two CameraMan 3-CCD Cameras. Additional 3-CCD CameraMan cameras (with 18" Tally Light Kit and 12" Display) may be purchased @ BETA line item pricing if required for the application.

BETA System Price Exclusions: The ParkerVision BETA System does NOT include additional non-ParkerVision equipment requirements, i.e., monitors, pedestals, VTR/VCRs, etc.. In addition, the above pricing does NOT include facility design and installation fees.

BETA System Price: The ParkerVision BETA System price is a "fixed" discounted price. BETA Systems sold through a reseller or for the reseller does NOT entitle the reseller to additional discounts. The reseller is only entitled to this price for the purpose of providing design and installation services to the BETA customer. Any other purchases through a reseller default to the terms of the CameraManSTUDIO Products Reseller Agreement.

BETA System benefits include the following:

- ParkerVision field project coordination (for BETA installation)
- ParkerVision training (for BETA installation)
- ParkerVision product support phone and field assistance during BETA test (30 Days)
- FREE One Year Warranty and Software Maintenance Agreement (Typically 90 Days)